

**EXHIBIT A**

**TO OBJECTION OF THL CREDIT PARTNERS, L.P. TO THE DEBTORS' MOTION  
FOR AN ORDER PURSUANT TO SECTION 365 OF THE BANKRUPTCY  
CODE APPROVING THE ASSUMPTION OR REJECTION OF OPEN TRADE  
CONFIRMATIONS**



DECEMBER 2006

**LEHMAN COMMERCIAL PAPER INC**  
LSTA DISTRESSED TRADE CONFIRMATION

REVISED 9.19.08

To: THL NORTEK (LUXEMBOURG) S.A.R.L  
Contact: Chris Flynn  
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From: Lehman Commercial Paper Inc.  
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Confirms: Jenna Yoo  
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We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. (the "LSTA") as of December 1, 2006,<sup>1</sup> which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: September 15, 2008  
Seller: Lehman Commercial Paper Inc.<sup>2</sup>  Principal<sup>3</sup>  Agent  
Buyer: THL NORTEK (LUXEMBOURG) S.A.R.L. <sup>4</sup>  Principal<sup>3</sup>  Agent  
Credit Agreement: BRIDGE LOAN AGREEMENT dated as of May 10, 2006 (this "Agreement"), among NTK HOLDINGS, INC., a Delaware corporation (the "Borrower"), the Lenders (as defined in Article I), and GOLDMAN SACHS CREDIT PARTNERS L.P., as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.  
Borrower: NTK HOLDINGS, INC.<sup>5</sup>  
Form of Purchase: If no election is made, "Assignment" applies.  
 Assignment Only

<sup>1</sup> The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.

<sup>2</sup> Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

<sup>3</sup> If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Sections 11 and 19 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.

<sup>4</sup> Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

<sup>5</sup> If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

Participation  
 Other: \_\_\_\_\_

**Purchase Amount/  
Type of Debt:**

<u>Purchase  Amount<sup>6</sup></u>	<u>Type of  Debt<sup>7</sup></u>	<u>Facility<sup>8</sup></u>	<u>CUSIP  Number</u>
\$27,000,000.00	Bridge Loan	Bridge Loan	N/A N/A

**Purchase Rate:** 35.000%

**Accrued Interest:**  Settled Without Accrued Interest

Trades Flat

**Credit Documentation  
to be provided by Seller:**  Yes (only applicable if Buyer was not a lender on Trade Date and made its request on or prior to Trade Date)

No

**LSTA Standard  
Other Terms of Trade:**  This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder  
 This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder  
 Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met)

**Trade Specific  
Other Terms of Trade:**  Specify Other Terms:

Unless otherwise specified herein, Lehman Commercial Paper Inc. shall not be required to pay (in the aggregate) more than one half of one Agent transfer fee for transactions specified in this or any other confirmation allocated by an investment manager or advisor to multiple funds or accounts<sup>9</sup>

**Subject to:** Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.

<sup>6</sup> Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.

<sup>7</sup> Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone), claim amount or other.

<sup>8</sup> Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.

<sup>9</sup> Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Distressed Trade Confirmation and/or the LSTA Standard Terms and Conditions for Distressed Trade Confirmations; if more space is needed, attach additional pages.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Jenna Yoo** at the following fax number(s) or e-mail address(es): [jenna.yoo@lehman.com](mailto:jenna.yoo@lehman.com).

If you have any questions, please contact **Jenna Yoo** at **212-526-2081**.

LEHMAN COMMERCIAL PAPER INC.

THL NORTEK (LUXEMBOURG) S.A.R.L

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Charles Holden

Title: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

Date: 9/23/08